

TELEPHONE 417-358-8045

TRACY FLANIGAN

ATTORNEY AT LAW

201 East Third Street
Post Office Box 681
CARTHAGE, MISSOURI 64836-0681

FACSIMILE 417-358-2228

July 12, 2002

EXPEDITED COURIER SERVICE

Surface Transportation Board
1925 K Street, NW
Washington, DC 20423

ATTN: RECORDATIONS

Re: Documentation for Recordation

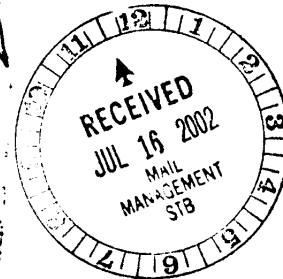
RECORDATION NO. 5606-N

FILED

JUL 19 '02

11-46 AM

SURFACE TRANSPORTATION BOARD



Dear Ms. Fort:

I am enclosing a counterpart original and a copy of the four documents described below to be recorded pursuant to Section 11303, Title 49 of the United States Code.

1. The first document to be recorded, a secondary document, is a Supplemental Indenture of the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921, to Citibank, N.A. and Victor Zarrilli, Trustees (the "Indenture"). The document is effective as of May 6, 1999, and provides for the removal of certain properties from the lien of the First and Refunding Mortgage. The primary document to which this is connected was recorded under ICC recordation number 5606 on February 25, 1970.

The names and addresses of the parties to the document are as follows:

Mortgage Trustees:

Citibank, N.A.
Corporate Trust Office
111 Wall Street, 5th Floor
New York, New York 10043

Victor Zarrilli, Individual Trustee
c/o UMB Bank of St. Louis, N.A.
6 South Broadway
St. Louis, MO 63102

July 12, 2002

Mortgagor: The Burlington Northern and Santa Fe Railway
Company
2650 Lou Menk Drive
Fort Worth, TX 76131

A short summary of the document to appear in the index is as follows: Supplemental Indenture, effective as of May 6, 1999, to the Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage, dated February 1, 1921, to Citibank, N.A. and Victor Zarrilli, Trustees, as heretofore supplemented (the "Indenture," ICC recordation number 5606, February, 25, 1970), which provides for the removal of certain properties from the lien of the First and Refunding Mortgage.

2. The second document to be recorded, a secondary document, is a Supplemental Indenture of the Burlington Northern Inc. Consolidated Mortgage dated March 2, 1970, to First Trust of New York, National Association and W.A. Johnson, Trustees (the "Indenture"). The document is effective as of May 6, 1999, and evidences the change of name of First Trust of New York, National Association to U.S. Bank Trust National Association and provides for the removal of certain properties and certain other amendments. The primary document to which this is connected was recorded under ICC recordation number 5614 on March 3, 1970.

The names and addresses of the parties to the document are as follows:

Mortgage Trustees: U.S. Bank Trust National Association
100 Wall Street, Suite 1600
New York, NY 10005

W.A. Johnson, Individual Trustee
c/o Mercantile Bank of St. Louis, N.A.
Mercantile Tower
Seventh & Washington
St. Louis, MO 63101

Mortgager: The Burlington Northern and Santa Fe Railway
Company
2650 Lou Menk Drive
Ft. Worth, TX 76131

A short summary of the document to appear in the index is as follows: Supplemental Indenture, effective as of May 6, 1999, to the Burlington Northern Inc. Consolidated Mortgage, dated March 2, 1970, to U.S. Bank Trust National Association (formerly First Trust of New York, National Association) and W.A. Johnson (successor to

Bartlett Ford and Jacob M. Ford, II), Trustees, as heretofore supplemented (the "Indenture," ICC recordation number 5614, March 3, 1970), which evidences the change of name of First Trust of New York, National Association to U.S. Bank Trust National Association and provides for the removal of certain properties and certain other amendments.

3. The third document to be recorded, a secondary document, is a trustee appointment made under the Burlington Northern Inc. Consolidated Mortgage dated March 2, 1970. This document is effective as of September 15, 1999, and appoints Laura Roberson as individual trustee in succession to W.A. Johnson, resigned. The primary document to which this is connected was recorded under ICC recordation number 5614 on March 3, 1970.

The names and addresses of the parties to the document are as follows:

Mortgage Trustee:	U.S. Bank Trust National Association 100 Wall Street, Suite 1600 New York, NY 10005
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Mortgager:	The Burlington Northern and Santa Fe Railway Company 2650 Lou Menk Drive Ft. Worth, TX 76131
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A short summary of the document to appear in the index is as follows: Appointment of Laura Roberson as Individual Trustee under the Burlington Northern Inc. Consolidated Mortgage dated March 2, 1970 in succession to W.A. Johnson, Resigned.

4. The fourth document to be recorded, a secondary document, is an acceptance of appointment under the Burlington Northern Inc. Consolidated Mortgage dated March 2, 1970. This document is effective as of September 15, 1999, and acknowledges Laura Roberson's acceptance of appointment as individual trustee following the resignation of W.A. Johnson. The primary document to which this is connected was recorded under ICC recordation number 5614 on March 3, 1970.

The names and address of the parties to the document are as follows:

Mortgage Trustees:	U.S. Bank Trust National Association 100 Wall Street, Suite 1600 New York, NY 10005
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Surface Transportation Board

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July 12, 2002

Laura Roberson, Individual Trustee
211 N. Broadway
One Metropolitan Square, Suite 3900
St. Louis, MO 63102

Mortgager:

The Burlington Northern and Santa Fe Railway
Company
2650 Lou Menk Drive
Ft. Worth, TX 76131

A short summary of the document to appear in the index is as follows: Acceptance of appointment as successor individual trustee under the Burlington Northern Inc. Consolidated Mortgage dated March 2, 1970.

Enclosed is a check in the amount of \$120 to cover the cost of the filings listed above. Please return the file-stamped copy of each document to the undersigned in the envelope provided. Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me at (417) 358-8045.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tracy Combs Flanigan", with a large, sweeping flourish extending to the right.

Tracy Combs Flanigan

TCF/lab

Enclosures

5606-N

JUL 15 1992 11-46 AM

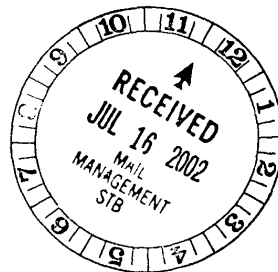
Counterpart Original
Executed in 575 Counterparts
of which this is No. 7

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

to

CITIBANK, N.A., AND VICTOR ZARRILLI

Trustees



SUPPLEMENTAL INDENTURE

Dated as of May 6, 1999

to

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

FIRST AND REFUNDING MORTGAGE

Dated February 1, 1921

To provide for the removal of certain properties from the lien
of the First and Refunding Mortgage

THIS SUPPLEMENTAL INDENTURE, dated as of May 6, 1999, by and between

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation hereinafter sometimes called the "*Company*" (formerly named Burlington Northern Railroad Company, which company was formerly named Burlington Northern Inc.), corporate successor in interest and title by Merger to Chicago, Burlington & Quincy Railroad Company, Successor Mortgagor in and under that certain Chicago, Burlington & Quincy Railroad Company First and Refunding Mortgage dated February 1, 1921, as supplemented ("*First and Refunding Mortgage*"), of which mortgage Citibank, N.A. and Victor Zarrilli are Trustees, party of the first part, Mortgagor,

And

CITIBANK, N.A., a national banking association, incorporated and existing under the laws of the United States of America, successor in interest and trust to the First National Bank of the City of New York, to First National City Bank (subsequently named Citibank, N.A.), the Corporate Trustee, and VICTOR ZARRILLI, successor in trust to Frazier L. Ford, George E. Porter, Jacob M. Ford II, Bartlett Ford, and John J. Ford, the Individual Trustee, (the Corporate and Individual Trustees are collectively called "*Trustees*"), Successor Trustees in and under said First and Refunding Mortgage, party of the second part, Trustees,

WITNESSETH:

Chicago, Burlington & Quincy Railroad Company, as mortgagor, has heretofore made, executed and delivered to The First National Bank of the City of New York, and Frazier L. Ford, as Trustees, its First and Refunding Mortgage dated February 1, 1921, and supplements thereto dated, respectively, as of August 1, 1944, as of August 1, 1945 (two supplements), as of February 1, 1950, as of February 1, 1958, as of May 3, 1968, as of March 2, 1970, March 2, 1970, as of May 14, 1981, as of December 31, 1981 and as of December 31, 1996, under which First and Refunding Mortgage, bonds of several series were issued, but only one of such series, First and Refunding Mortgage Series 2010 4% Bonds in the aggregate principal amount of \$70,000,000 (the "*Bonds*"), remains uncanceled.

Burlington Northern Inc., as successor in interest and title by merger to Chicago, Burlington & Quincy Railroad Company, executed that certain Supplemental Indenture dated March 2, 1970 with respect to the First and Refunding Mortgage.

Pursuant to Granting Clause Sixth of the Burlington Northern Inc. Consolidated Mortgage dated March 2, 1970, the Bonds were pledged to secure the issuance of Burlington Northern Inc. Consolidated Mortgage Bonds.

By Agreement of Merger and Plan of Reorganization dated April 2, 1981, made by and among Burlington Northern Inc., Burlington Northern Transportation Company, and Burlington Northern Holding Company, as of May 14, 1981, the corporate name of Burlington Northern Inc.

was changed to Burlington Northern Railroad Company and Burlington Northern Railroad Company executed that certain Supplemental Indenture dated as of May 14, 1981 with respect to the First and Refunding Mortgage.

In accordance with permissive authorization to merge as set forth in the Interstate Commerce Commission decision effective as of September 22, 1995 and by Agreement and Plan of Merger dated December 31, 1996, The Atchison Topeka and Santa Fe Railway Company merged with and into Burlington Northern Railroad Company and the corporate name of said company was changed to The Burlington Northern and Santa Fe Railway Company. In connection therewith, The Burlington Northern and Santa Fe Railway Company executed that certain Supplemental Indenture dated as of December 31, 1996 with respect to the First and Refunding Mortgage.

In order to facilitate the financing and refinancing of accounts receivable from time to time, the Company desires to remove certain accounts receivable (together with rights and agreements affecting such accounts receivable) from the scope of the First and Refunding Mortgage for all purposes.

All acts, things and deeds necessary to authorize this Supplemental Indenture and to make this Supplemental Indenture, when executed by the parties hereto, a valid and binding amendment to the First and Refunding Mortgage, are being done, performed and completed, and the execution and delivery hereof have been in all respects duly authorized. Without limiting the generality of the foregoing, the Company has obtained the written consent to this Supplemental Indenture by the trustees under the Burlington Northern Inc. Consolidated Mortgage, the pledgee of the Bonds. Accordingly, by this Supplemental Indenture, the parties desire to evidence the removal of certain properties and related interests therein from the lien of the First and Refunding Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten Dollars (\$10.00) paid by The Burlington Northern and Santa Fe Railway Company to the Trustees, receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE ONE AMENDMENTS AND WAIVERS TO FIRST AND REFUNDING MORTGAGE

1.1. Notwithstanding the Granting Clauses (including Granting Clauses "*Second*," "*Third*" and "*Fourth*") and any other provision of the First and Refunding Mortgage, it is hereby understood and agreed that Accounts Receivable (as hereinafter defined) are not, and shall not be deemed to be, tolls, revenues, earnings, income, rents, issues or profits of or from the property mortgaged, conveyed or assigned or intended so to be under the First and Refunding Mortgage. For purposes of this Section, the term "*Accounts Receivable*" shall mean all rights to the payment of money arising out of or otherwise relating to the Company's rail freight business, including without limitation (i) shipping charges and other charges pertaining to the transportation of goods and related services, including without limitation rights to payment for

such transportation arising in connection with arrangements under the rules and regulations of the Surface Transportation Board of the United States Department of Transportation or any successor agency, (ii) rights to be reimbursed for equipment repairs done on behalf of other railroads and expenditures incurred in connection with facilities jointly owned or operated by the Company and other companies or upgrades to facilities, (iii) amounts owed in connection with the installation or upgrading of crossing protection devices or construction of grade separations for the benefit of other persons, such as government entities, (iv) finance and interest charges, (v) related claims against any person obligated with respect to any of the foregoing, (vi) any other amounts shown on the Company's Balance Sheet as accounts receivable in accordance with Generally Accepted Accounting Principles, and all proceeds thereof, (vii) all arrangements intended to secure or support payment of the foregoing, including liens, guarantees, insurance and rights to related merchandise, and (viii) all collections and other proceeds of the foregoing."

1.2 Compliance with Article Nine of the First and Refunding Mortgage is hereby waived with respect to any release of property from the lien of the First and Refunding Mortgage contemplated by this Supplemental Indenture.

ARTICLE TWO

CONCERNING THE TRUSTEES

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by The Burlington Northern and Santa Fe Railway Company or for or in respect of the recitals contained herein, all of which recitals are made by The Burlington Northern and Santa Fe Railway Company solely. No implied covenant or obligation shall be read into this Supplemental Indenture against the Trustees.

ARTICLE THREE

EXECUTION IN COUNTERPARTS

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original; all of such counterparts shall together constitute but one and the same instrument. In order to facilitate the filing and recording of this Supplemental Indenture in the Land Registry and other records, or for any other uses or purposes, any number of true and exact conformed copies of this Supplemental Indenture may be exemplified by the certificate and signature of an Assistant Secretary issued under the seal of The Burlington Northern and Santa Fe Railway Company and when so exemplified the same shall be deemed and construed for all such purposes to be originals to the same extent as an original counterpart.

ARTICLE FOUR

CONSTRUED WITH MORTGAGE

This is a Supplemental Indenture to the First and Refunding Mortgage, executed pursuant to the provisions thereof, and each and every part of this Supplemental Indenture and each and every covenant contained herein shall be and become a part of the First and Refunding Mortgage as heretofore supplemented and each of the covenants and obligations of The Burlington Northern and Santa Fe Railway Company herein contained shall be subject to the provisions of the First and Refunding Mortgage as so supplemented.

IN WITNESS WHEREOF, The Burlington Northern and Santa Fe Railway Company, the party of the first part, has caused this Supplemental Indenture to be signed and acknowledged by its Chairman of the Board or President or one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by its Secretary or an Assistant Secretary; and Citibank, N.A., as Corporate Trustee, one of the parties of the second part, has caused this Supplemental Indenture to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto and the same to be attested by one of its authorized officers; and Victor Zarrilli, as Individual Trustee, the other of the parties of the second part, has hereunto set his hand, all as of the day and year first above written.

Attest:

THE BURLINGTON NORTHERN AND SANTA FE
RAILWAY COMPANY



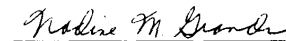
M. R. Aclin
Assistant Secretary

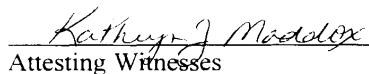


By Patrick J. Ottensmeyer
Vice President - Finance and Treasurer

(Impression of the Corporate Seal of The
Burlington Northern and Santa Fe
Railway Company)

Signed, sealed, and acknowledged by
The Burlington Northern and Santa Fe
Railway Company in the presence of:






Attesting Witnesses

Attest:

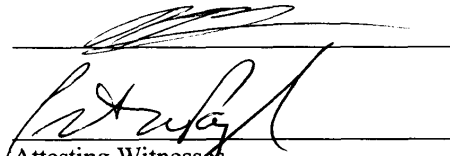
CITIBANK, N.A., as Corporate Trustee


Nancy Forte
Trust Officer

By 
P. DeFelice
Vice President

(Impression of the Seal of Citibank,
N.A.)

Signed, sealed and acknowledged by
Citibank, N.A., as Corporate Trustee, in
the presence of:


Attesting Witness

By Victor Zarrilli
Victor Zarrilli,
As Individual Trustee

Signed and acknowledged by Victor
Zarrilli, as Individual Trustee, in the
presence of:

Suzanne Williams

Amadou
Attesting Witnesses

STATE OF ILLINOIS)
) SS.:
CITY OF SCHAUMBURG)
)
COUNTY OF COOK)

On this 6TH day of May, 1999 before me, Dorothy V. Schaetzle, a duly authorized Notary Public in said City and County in the State aforesaid, personally appeared Patrick J. Ottensmeyer and M. R. Aclin to me known to be the Vice President – Finance and Treasurer and an Assistant Secretary, respectively, of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Delaware, one of the corporations that executed the within the foregoing instrument; and the said Patrick J. Ottensmeyer and M. R. Aclin, severally, acknowledged and said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my had and affixed my official seal the day and year first above written.

My notarial commission expires 11/20/00.



Dorothy V. Schaetzle
Notary Public

STATE OF NEW YORK)
) SS.:
CITY AND COUNTY OF)
NEW YORK)

On this 28th day of May, 1999, before me, Alton Midgette, a duly authorized Notary Public in said City and County in the State aforesaid, personally appeared P. DeFelice and Nancy Forte to me known to be a Vice President and an Trust Officer, respectively of CITIBANK, N.A., a national banking association organized and existing under the laws of the United States of America, the association that executed the within and foregoing instrument; and the said P. DeFelice and Nancy Forte severally, acknowledged the said instrument to be the free and voluntary act and deed of said association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the seal of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My notarial commission expires _____.

Alton Midgette

Notary Public
ALTON MIDGETTE
Notary Public, State of New York
No. 01MI6009550
Qualified in Kings County
Commission Expires June 29, 2000

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) SS:

On this 10th day of May, 1999, before me personally came Victor Zarrilli, to me known to be the person in and who executed the foregoing instrument, and acknowledged that he executed the same for the uses, purposes, and consideration therein expressed.

Given under my hand and seal of office, the day and year first above written.

Robin L. Fitzgibbons
Notary Public, State of Missouri

My Commission Expires: March 19, 2002

ROBIN L. FITZGIBBONS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: March 19, 2002

Mortgage Registration Tax Due Hereon: None

Unless otherwise directed by The Burlington Northern and Santa Fe Railway Company, real property taxes for the real property of The Burlington Northern and Santa Fe Railway Company, should be sent to:

Larry Garrett
Senior General Tax Attorney
The Burlington Northern and Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131

Addresses of the parties to the foregoing instrument:

The Burlington Northern and Santa Fe Railway Company	Victor Zarrilli, as Individual Trustee
2650 Lou Menk Drive	c/o UMB Bank of St. Louis, N.A.
Fort Worth, Texas 76131	6 South Broadway
Attention: Vice President – Law	St. Louis, MO 63102

Citibank, N.A., as Trustee
Corporate Trust Office
111 Wall Street, 5th Floor
New York, New York 10043

Prepared by:

The Burlington Northern and Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131
(817) 352-2368